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ABSTRACT

This report on collective bargaining in universities is divided into 7 sections. Section I contains the questions asked and responses from persons in universities that: (1) have collective bargaining contracts; and (2) have organized for collective bargaining but contracts have not been fully negotiated. The questions concern the date the contract was negotiated; what the bargaining agent or unit is, how its representatives are selected, etc. Section II concerns potential collective bargaining organizations at Michigan State University (MSU) and questions and responses of MSU chief administrative officers concerning collective bargaining. Section III contains interviews with 2 MSU professors of Labor and Industrial Relations. Section IV has information on the current status of collective bargaining at other Big Ten Universities. Section V contains responses from a limited number of members of the Michigan legislature concerning collective bargaining. Section VI presents a procedure for the selection or rejection of a bargaining agent. Section VII presents some general information, including a list of colleges and universities involved in collective bargaining; excerpts from existing contracts; other subjects in the contracts; a history of salary increases in Michigan public schools and at MSU; some pertinent information on collective bargaining; and the situation at New York University. (AF)

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AN IMPARTIAL REVIEW OF COLLECTIVE BARGAINING BY UNIVERSITY FACULTIES

prepared by the Michigan State University
Faculty Affairs Committee

March 9, 1971

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FOREWORD

On February 16, 1971, the Elected Faculty Council met to discuss the problems and possibilities of collective bargaining by university faculties. As a result of that discussion, the Steering Committee of the Faculty was asked to find a way to provide impartial information in this matter. On February 23, 1971, Dr. Gordon E. Guyer, Chairman of the Steering Committee, requested that the Faculty Affairs Committee take the responsibility for compiling the necessary information and distributing it to the faculty.

Dr. Guyer's letter of February 23 has been interpreted by this committee as a request for a document reviewing collective bargaining by faculties at universities. The intent of this review is to be as factual and impartial as possible in an effort to help faculty members at Michigan State University arrive at a reasoned personal position on the matter of unionization. No recommendation was requested by the Steering Committee and none is intended by this review.

To the best of our ability this review is factual with reference to contracts that have already been ratified. Copies of all such contracts known to us were made available to the subcommittee for study. We also believe it to be factual with reference to the provisions of relevant state laws and other specifics.

Since experience with collective bargaining at the university level is limited, this review also includes statements of opinion and speculation as to probable developments in the near future by persons on and off campus whose opinions might be expected to be of some significance to the decision making process. We have made an earnest effort to keep this document impartial with reference to such speculation by including both the pros and cons of collective bargaining.

This material was compiled by a subcommittee selected from the elected membership of the Faculty Affairs Committee. The members of the subcommittee were Dr. Sandra A. Warden, Associate Professor at Justin Morrill College and Chairman of the University Faculty Affairs Committee; Dr. William J. Hinze, Professor of Geology; and Dr. Stanley K. Ries, Professor of Horticulture. The subcommittee organized the collection of data in the following manner:

1. Drafted a list of questions concerning collective bargaining to be asked of persons at colleges and universities that have already negotiated contracts. These questions were designed to elicit both factual material as to the actual provisions of the contract as well as ideological material relating to the scope of issues considered negotiable.

2. Sent written requests for answers to the same basic questions, with some necessary modification, to President Clifton R. Wharton, Provost John E. Cantlon, and to the chief executive officer of each

of the three organizations that have recently expressed an interest in organizing the faculty on this campus. Written replies were requested.

3. Conducted open-ended interviews with Michigan State University faculty members knowledgeable about collective bargaining.

4. Contacted the chief academic officer (or his representative) of the other Big Ten universities and asked for a report concerning the status of collective bargaining on their campus at this time.

5. Interviewed by telephone a limited number of members of the House and Senate of the Michigan Legislature regarding their opinion of collective bargaining by university faculties in this state.

Personal opinions expressed in this document are presented with permission.

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SECTION IA

QUESTIONS ASKED AND RESPONSES OF PERSONS AT UNIVERSITIES THAT HAVE COLLECTIVE BARGAINING CONTRACTS

Universities and Respondents

Central Michigan University (CMU)
Dr. Thomas Brite, member of the Executive Board, Michigan Association of Higher Education (MAHE), affiliated with MEA/NEA.
Dr. Charles Ping, Provost

City University of New York (CUNY)
Mr. Arnold Kantor, Executive Director, Legislative Conference, affiliated with NEA.
Dr. Bernard Mintz, Vice Chancellor

Rutgers University (Rutgers)
Dr. John Martin, Associate Provost
Dr. Richard Peskin, President, Rutgers Chapter AAUP

Southeastern Massachusetts University (SE Mass)
Dr. Anthony John, President SE Mass Faculty Federation, affiliated with AFT (AF of L/CIO)
Dr. Joseph Orze, Dean of the Faculty

St. Johns University (St. Johns)
Professor John J. McCarrick, Principal Negotiator of Faculty Association.
Dr. Herbert Schwartzman, Assistant to the President and Resident Legal Council.

QUESTION I: WHEN WAS YOUR FIRST CONTRACT NEGOTIATED?

CMU

Professor Brite and Dr. Ping - March, 1970

CUNY

Mr. Kantor - The contract was effective as of September, 1969, but was actually ratified in October, 1969. The term of the present contract is three years.

Dr. Mintz - Negotiations took place between February, 1969, and September, 1969. The contract is effective for a period running from September, 1969, through August, 1972.

RUTGERS

Dr. Martin - Memorandum of agreement, June 1970; signed, September, 1970.
Dr. Peskin - signed December, 1970.

SE MASS

Dr. John - July, 1970

Dr. Orze - Fall, 1970. It was a long time in the process. We worked about nine months before we came to finalize the contract. Ours is the first full scale unionization of the total faculty.

ST. JOHNS

Professor McCarrick - Contract was signed in February retroactive to September 1.

Dr. Schwartzman - Negotiations were started last summer and money matters were settled and put into effect by the end of August although the final contract was not ratified until February.

QUESTION II: WHAT ORGANIZATION IS THE BARGAINING AGENT AT YOUR INSTITUTION?

CMU

Professor Brite and Dr. Ping - The Michigan Association of Higher Education affiliated with MEA/NEA.

CUNY

Mr. Kantor and Dr. Mintz - The Legislative Conference, which was initially an independent organization but has now affiliated with the NEA.

Mr. Kantor - It was necessary to affiliate in order to gain additional resources and financial support.

RUTGERS

Drs. Martin and Peskin - Confederation of three AAUP chapters from various campuses.

SE MASS

Drs. John and Orze - The American Federation of Teachers (AFT), affiliated with the AFL/CIO, Local 1895.

ST. JOHNS

Professor McCarrick and Dr. Schwartzman - An amalgamation of the Faculty Association, an independent group, and the local chapter of the AAUP.

QUESTION III: WHAT DOES THE BARGAINING UNIT CONSIST OF? (FACULTY, DEPARTMENT CHAIRMEN, DEANS AND ASSISTANT DEANS? ARE THERE ANY EXCLUSIONS?)

CMU

Dr. Brite - All full time faculty teaching six hours or more including department chairmen and assistant deans. Excludes directors, coordinators, deans and other officials such as the Vice President and the President.

Dr. Ping - All faculty in the tenure system with exclusion of deans. Also includes librarians, coaches, counselors, etc.

CUNY

Mr. Kantor - All full-time faculty in the professional ranks and business managers, lab technicians, fiscal officers, librarians, etc.

Dr. Mintz - Faculty, department chairmen, and certain career titles such as registrar and business officer's titled series are included in the bargaining unit. Deans, directors, the President, and certain other administrative titles are excluded.

RUTGERS

Dr. Martin - Approximately 2300 persons are represented in four main academic units; general faculty, extension staff, professional library staff, small groups of various research titles. Department chairmen are included. Teaching and research assistants, deans and above are excluded.

Dr. Peskin - Includes all faculty including department chairmen, librarians and other equivalents based on ½-time teaching or more. Also includes cooperative extension service and certain county agents with faculty status. Present negotiations are for the exclusion of assistant and associate deans at their own request.

SE MASS

Dr. John - All faculty including department chairmen, librarians and technicians.

Dr. Orze - All faculty which is a very inclusive term at this institution. It includes department chairmen, librarians, professional technicians, part-time faculty teaching at least one course, etc. It was a terrible mistake to include department chairmen. They represent a middle management level that encompasses both faculty and administrative duties. Their position is a difficult one. The most important factor to be considered when organizing for collective bargaining is who will be included in the unit. By all means take time to discuss who should be included and what the conflicts might be. Sometimes there are benefits in having just one contract, as we have, and sometimes it's better to have more than one.

ST. JOHNS

Prof. McCarrick and Dr. Schwartzman- All full and regular part-time faculty.

Dr. Schwartzman - Research and grad assistants are excluded, but department chairmen are included with certain restrictions. They cannot grieve as chairmen, but only as members of the faculty.

QUESTION IV: HOW ARE THE REPRESENTATIVES OF THE BARGAINING UNIT SELECTED?

CMU

Professor Brite and Dr. Ping - An Executive Committee is nominated and elected by the members of the bargaining association. This

Executive Committee appoints a ten-man negotiation team. The contract, however, is ratified by the entire faculty regardless of membership in the association.

CUNY

Mr. Kantor - There is a negotiating committee, comprised of a representative from each unit. A smaller negotiating team is chosen by them to do the actual negotiating. The unit representatives do not need to be members of the Legislative Conference.
Dr. Mintz - Presumably, a collective bargaining team was elected by the membership of the Legislative Conference.

RUTGERS

Dr. Martin - Each of the three constituent AAUP chapters elected a representative to the bargaining team. The president designated the provost and associate provost (labor relations expert) as members.
Dr. Peskin - The bargaining team's five members are nominated by the AAUP executive committee and voted on by the three chapters.

SE MASS

Dr. John - The president of the Federation appoints the bargaining team, six members plus a legal advisor from AFT.
Dr. Orze - The management team has to deal for the Board of Trustees who ultimately have to approve the contract. This team must play two roles - representing the Board of Trustees and trying to do what is best for the faculty. In our case the management team was appointed by the Board of Trustees. It included several Deans, the Treasurer of the University and a labor lawyer hired from outside. The lawyer finalized the writing. It is essential to have a good labor lawyer working with you. The negotiating team for the union was selected from the Executive Council of the AFT. An AFT lawyer came in to serve as their chief negotiator. The type of approach taken in sessions is critical. It is very important how they are structured and what approach is taken. You need a lawyer and you need to know the other team.

ST. JOHNS

Prof. McCarrick and Dr. Schwartzman - Each organization (The AAUP and FA) selects three members for the bargaining committee by vote of the membership. An individual may be a member of both the AAUP and FA.

QUESTION V: HAS THERE BEEN AN APPRECIABLE INCREASE IN FACULTY SALARIES SINCE COLLECTIVE BARGAINING WAS INITIATED? IF SO, WAS IT NECESSARY TO REDUCE STAFF AND/OR PROGRAMS?

CMU

Professor Brite - Yes, there was an average increase of 12.5%, including fringe benefits. This included a 7.1% across-the-board

increase for cost of living. An effort was made to equate each rank according to 1969 AAUP rankings at the 90th percentile, thus instructors received a flat $250 and it decreased in $50 units by rank so that full professors received a flat $100. In addition, 1% of the gross salary money per college was set aside for merit increases as determined by the Dean. These increases ranged from $300 to $1000 with about 20% of the faculty receiving merit increases. It was not necessary to reduce either staff or programs but there was little or no equipment money.
Dr. Ping - Yes, however there had been substantial increases over the past five years, averaging 8% annually as a result of central administration efforts to bring salaries at CMU into line with those at other state universities. The central administration had already proposed a salary budget increase request approximately equal to that achieved by the bargaining process. I am unsure whether such an increase would have actually occurred without collective bargaining, but the intent of the Central administration had been a substantial salary increase anyway. No, it was not necessary to reduce staff or programs, but some new things were not started and equipment allocation was omitted from the budget. I can't honestly say that hiring was curtailed this year, but I would speculate that the economic gains made through collective bargaining will have to come out of increased faculty productivity in future years.

CUNY

Mr. Kantor - Yes, very substantial increases. No, it was not necessary to reduce staff or programs. The University is expanding, adding staff. The money came from the city and the state.
Dr. Mintz - Yes, a substantial increase. There are no direct relationships that can be discerned as to reduction in staff or programs because of the salary increase.

RUTGERS

Dr. Martin - Yes, an increase of approximately 9%. I tend to think the amount would have been much the same without collective bargaining.
Dr. Peskin - Salaries have increased. The State Governor had set aside a lump sum for negotiations with state employee groups over and above the regular salary budget. There was an average 12% salary increase.

SE MASS

Dr. John - In general, yes. SE Mass has usually obtained 5% annually for merit. This was distributed in the past by the administration. It is more equitably distributed now.
Dr. Orze - No. (Ed. note: In the context of discussion, Dr. Orze was referring to total monies available rather than to individual increases as a result of distribution.)

ST. JOHNS

Prof. McCarrick and Dr. Schwartzman - Salaries were increased 21% across the board in two years, 12% the first year (70-71) and 9% the second (71-72). A minimum raise of $1000 was set the first year and minima are based on rank the second year. There was also a substantial increase in fringes. The money was there.
Dr. Schwartzman - There will be a 25-27% increase including fringe benefits over two years.

QUESTION VI: WHAT ARE THE CRITERIA FOR SALARY INCREASES SINCE COLLECTIVE BARGAINING WAS INITIATED? HAVE THESE CRITERIA CHANGED FROM THOSE PREVIOUSLY USED? WHAT PROVISION IS MADE FOR MERIT INCREASES?

CMU

Dr. Brite and Dr. Ping - Cost of living, equity of ranks with AAUP 1969 90th percentile and merit.
Dr. Ping - Yes, the criteria have changed. Prior to organization seniority was a prominent factor - this is no longer so.

CUNY

Mr. Kantor - The increases are based on printed schedules. The pay is the same for community and senior colleges based on levels of educational attainment. I have no knowledge of the basis of these schedules, they were here before I came. I think they were based on an analysis of university salaries across the country with modification for the high cost of living in New York. Everyone is on the schedule. There is some provision for latitude for merit increases but these are rather rare exceptions - special cases.
Dr. Mintz - There is a mandated increment schedule based on rank and seniority. We have these schedules now and have always had them. Merit increases are outside the negotiated contract. Criteria for salary increases have not changed.

RUTGERS

Dr. Martin and Dr. Peskin - The first contract called for approximately a 10% increase for assistant professors and instructors and approximately 8½% increase for professors and associate professors. In addition, $500,000 was given in merit increases; 1 out of every 3 got a merit increase of 4½% distributed proportionately throughout the ranks. Department chairmen, with the Dean's approval, distributed the money.
Dr. Martin - The effect of collective bargaining will enhance the traditional pitch of the university to the state government in that the university had unique needs differing from those of other teachers. The State Legislature has tried to lock the universities to the State Colleges (in New Jersey, these are four-year institutions, undergraduate, primarily engaged in teacher training) and community colleges. The university is against this ad hoc year to year appeal process, and an organized faculty will strengthen their argument.

SE MASS

Dr. John - We have no fixed salary schedule. Our contract does not call for increases from the state. We have no quarrel with the funds that the state makes available, only the distribution of the funds.
Dr. Orze - (Dr. Orze's answer to the preceding question answers this one.)

ST. JOHNS

Prof. McCarrick and Dr. Schwartzman - Across the board raises.
Dr. Schwartzman - Negotiations were for a total dollar figure.

QUESTION VII: WHAT OTHER FACTORS BESIDES SALARIES HAVE BEEN THE SUBJECT OF NEGOTIATION? TENURE, WORKING CONDITIONS (DEFINED AS HOURS, VACATION PERIODS, SECRETARIAL ASSISTANCE, ETC.), CLASS SIZE, PROMOTION, HIRING AND FIRING, TOTAL FACULTY LOAD, FRINGE BENEFITS, OTHER (RESPONDENTS WERE ASKED TO SPECIFY)?

CMU

Dr. Brite - Tenure procedures and academic freedom were built into the contract according to standards established by the AAUP in 1966. The only other thing negotiated were fringe benefits. Life insurance provisions were improved and disability insurance obtained. Sick leave regulations were established.
Dr. Ping - Procedural guidelines, rather than substantive provisions were negotiated in the area of promotion. Improvements in life and health care insurance were negotiated. An honest review of collective bargaining in educational institutions indicates that there will be pressure from the bargaining unit to work in all of these areas in addition to the economic/monetary area. This leads one to speculate that faculty may be willing to give up involvement in the academic decision-making process for monetary gains.

CUNY

Mr. Kantor - Tenure procedures, working conditions, class size and work load, promotion procedures and fringe benefits were negotiated into the contract. Hiring and firing procedures were discussed but nothing is built into the contract.
Dr. Mintz - All of these items were discussed at the negotiations, but not all are included in the final contract.

RUTGERS

Dr. Martin - Most of these were not included in the bargaining except for salary and a couple of other things. We have tried to isolate problems the AAUP wanted remedied and to find a durable workable answer through the Senate and outside the contract. We have three-way bargaining among the faculty, university, and state. We have tried to exclude items that are solely of interest to faculty and administration as the state government is very

agressive in trying to centralize authority.
Dr. Peskin - Have negotiated tenure, working conditions, class size as it relates to faculty/student ratio, procedures but not policies for promotion and for hiring and firing, faculty load with respect to faculty/student ratio and fringe benefits.

SE MASS

Dr. John - All these issues have come up, including procedures granting tenure, sabbatical leave policies and academic freedom. Most importantly a grievance procedure was established. The administration is committed to binding arbitration.
Dr. Orze - Wages and all working conditions have been the subject of negotiation. It is very important in considering organization to find out in advance what can and cannot be negotiated. Tenure was the key issue at our institution, the heart of the contract. We negotiated grievance procedures and the procedure for selecting deans and department chairmen.

ST. JOHNS

Dr. Schwartzman - All these areas and more were involved, except the issue of class size.
Professor McCarrick - Reorganization of the university with more faculty participation was the big issue. The 1966 AAUP statement on academic governance was incorporated into the contract.

QUESTION VIII: WHAT ARE THE ANNUAL DUES FOR YOUR COLLECTIVE BARGAINING ORGANIZATION? WHAT PERCENTAGE OF THESE DUES ARE USED BY THE LOCAL ORGANIZATION? DO ALL OF THE FACULTY PAY DUES?

(Our earliest calls indicated that academic officers rarely had clear answers to this question, so only the responses of the organization leaders are given.)

CMU

Dr. Brite - Dues are $117 per year. $10 of this is used locally, $107 goes to the state and national organizations. There is no closed or agency shop. State law forbids a closed shop. Approximately 175-200 faculty members pay dues. (Brite estimated the total faculty at 600; Dr. Ping said the faculty numbered 530.)

CUNY

Mr. Kantor - The dues range according to the salary schedule from $18 to $54 annually. However, this will be revised upward drastically in the next year - more than doubled. All of the money is currently being used locally, but starting next year we will contribute to NEA. About two thirds of the faculty pay dues. State law forbids a closed or agency shop, but legislation is being introduced in an effort to change the law.

RUTGERS

Dr. Peskin - $60 dues; $25 national and state; $35 local. There is no agency shop because of national AAUP restrictions. The Rutgers chapter is opposed to the national policy. Approximately 40% of the faculty pay dues.
Dr. Martin - A check-off system is used. 800-900 of 2300 eligible belong. Contract was ratified by the Delegate Assembly of the AAUP which consists of approximately 100 member representatives from each major unit elected by local faculties, members or not.

SE MASS

Dr. John - Dues are presently $60, which is not enough. More money is needed in case of trouble. AFT generally asks 1% of lowest salary on salary schedule. We therefore anticipate a $75.00 minimum. Estimates are that 10% goes to state, 25-30% to AFT and 60% to local group. About half of the 225 eligible faculty pay dues, and only union members vote.

ST. JOHNS

Prof. McCarrick - Dues are presently $10/year, all for the local organization. They will be raised as we started with a lot of donated services. Approximately 80% of the faculty pay dues.

QUESTION IX: HAS ACADEMIC GOVERNANCE BEEN ALTERED: AND IF SO, HOW?

CMU

Dr. Brite - No. Money matters and academic matters have been separated and do not seem to present any conflict.
Dr. Ping - The governing structure has not been altered. We have a very narrow base on which to judge and we do not see clearly the changes this will bring. However, in my opinion there is an increasing movement to decisions by bargaining rather than deliberation.

CUNY

Mr. Kantor - Matters of academic governance have not been specifically dealt with.
Dr. Mintz - Academic governance was a subject of negotiations, but no contract provisions covered the subject. There have been changes in academic governance since the institution of the contract.

RUTGERS

Dr. Martin - See answer to question #7.
Dr. Peskin - This question is difficult to answer, but efforts towards better academic governance have been enhanced. We now have a faculty review of the budget.

SE MASS

Dr. John - Academic governance has been altered seriously for the better. The power of the president and deans has been significantly diluted. Significant democratization has occurred. The faculty is now sharing the job.

Dr. Orze - Definitely. It has been a big problem to determine the role of the faculty bargaining agent in relation to the Faculty Senate. This is something that should be considered in advance of organizing. Our Senate is primarily responsible for academic concerns but these concerns are not easily defined; it is not easy to draw lines. It is necessary to have at least a tentative agreement on these issues in advance of bargaining. The ease with which lines can be drawn depends on the views of the faculty - whether or not they see themselves in an adversary relationship. Organizing is a real learning experience.

ST. JOHNS

Professor McCarrick and Dr. Schwartzman - The 1966 statement on academic governance by the AAUP was accepted and incorporated into the contract.

Professor McCarrick - Academic governance was the most substantial change with more faculty participation on almost every level.

QUESTION X: HAS THERE BEEN A STRIKE AT YOUR INSTITUTION?

CMU

Drs. Brite and Ping - No.

CUNY

Mr. Kantor and Dr. Mintz - No.

RUTGERS

Dr. Martin - No, the subject didn't come up.

SE MASS

Dr. John - No, but negotiations broke down at one point. The Faculty Federation threatened to picket the Board of Trustees in order to reopen the negotiations. This was not done, but through an unfortunate misunderstanding over this, the administration issued an injunction against the union. It cost us $1200 to get the injunction lifted.

Dr. Orze - No, there is a no-strike clause built into the contract.

ST. JOHNS

Professor McCarrick and Dr. Schwartzman - No.

SECTION IB

QUESTIONS ASKED AND RESPONSES OF PERSONS AT UNIVERSITIES THAT HAVE ORGANIZED FOR COLLECTIVE BARGAINING BUT CONTRACTS HAVE NOT BEEN FULLY NEGOTIATED

Universities and Respondents

Oakland University (Oakland)
Professor Joseph Dement, President of Oakland Chapter, AAUP
Dr. Fred Obear, Provost

State University of New York (SUNY)
Mr. William McHugh, Attorney, SUNY legal staff

Note: Since these contracts have not been fully negotiated, obviously some of these answers are speculative.

QUESTION I: WHEN WAS YOUR FIRST CONTRACT NEGOTIATED?

OAKLAND

Dr. Dement: We are presently negotiating contract.
Dr. Obear: An election held in September 1970, favored AAUP by a 4:1 margin. The negotiating committee has been named and negotiations are expected to last for several months.

SUNY

Mr. McHugh - Negotiations have not begun.

QUESTION II: WHAT ORGANIZATION IS THE BARGAINING AGENT AT YOUR INSTITUTION?

OAKLAND

Drs. Dement and Obear: AAUP

SUNY

Mr. McHugh: Senate Professional Association, an affiliate of NEA.

QUESTION III: WHAT DOES THE BARGAINING UNIT CONSIST OF? (FACULTY DEPARTMENT CHAIRMEN, DEANS AND ASSISTANT DEANS? ARE THERE ANY EXCLUSIONS?)

OAKLAND

Dr. Dement and Dr. Obear: Includes all teaching faculty full and part time, including chairmen and librarians, but excludes Deans, Assistant Deans and other administrators.
Dr. Dement: Also excludes a few people in areas such as applied music who give lessons on an hourly basis. In other words, it includes all those faculty employed by the university on a contractual basis.
Dr. Obear: Excludes teaching assistants.

SUNY

Mr. McHugh: Everyone below the level of Dean including librarians, counselors, and other supportive personnel not holding academic rank.

QUESTION IV: HOW ARE THE REPRESENTATIVES OF THE BARGAINING UNIT SELECTED?

OAKLAND

Dr. Dement: A 24 member bargaining council is elected by the membership of the AAUP. The council also includes ex officio the seven officers of the AAUP. The 24 man bargaining council nominates 4 members for a 5 member negotiating team (5th member is the AAUP president). The four nominations go before the AAUP membership where further nominations are entertained, but ten seconds are required for each new nomination. The four with the largest number of votes, of the membership, become members of the negotiating team.

The bargaining council is the resource group for preparing the proposals. It is split into committees to write specific portions of the proposed contract. This system has worked well.

Dr. Obear: The management bargaining team is appointed by the president and includes five members plus an outside attorney. The union bargaining team is elected by secret ballot of the membership.

SUNY

Mr. McHugh: Representatives of the bargaining teams have not been selected.

QUESTION V: HAS THERE BEEN AN APPRECIABLE INCREASE IN FACULTY SALARIES SINCE COLLECTIVE BARGAINING WAS INITIATED? IF SO, WAS IT NECESSARY TO REDUCE STAFF AND/OR PROGRAMS?

OAKLAND

Dr. Dement: We are in negotiation presently; however, I am confident there will be an increase. The source of the funds is not the problem of the bargaining unit. However, the instructional budget of the University is less than 50% of the total budget instead of the usual 65%. The school has the highest student service expense per student in the state (Michigan) and is top-heavy in administration, so that it is possible there can be shifts made within the budget. I suggest that ideally, all Michigan schools should bargain together or present a common proposal to the legislature.

Dr. Obear: There will be no significant salary increase, as the matter is in the hands of the legislature. An increase in salary would mean the reduction of program options or of staff. It is unlikely that we can increase tuition to cover the difference.

SUNY

Mr. McHugh: It is too early to tell, and the legislature is about to adjourn. A decision needs to be made whether or not to try to negotiate a contract for this year (before adjournment) or next year.

QUESTION VI: WHAT ARE THE CRITERIA FOR SALARY INCREASES SINCE COLLECTIVE BARGAINING WAS INITIATED? HAVE THESE CRITERIA CHANGED FROM THOSE PREVIOUSLY USED? WHAT PROVISION IS MADE FOR MERIT INCREASES?

OAKLAND

Dr. Dement: Salary factors include merit, experience, cost of living, parity (bringing older professors up to present standard), and advancement of the profession.

SUNY

Mr. McHugh: Bargaining has not begun.

QUESTION VII: WHAT OTHER FACTORS BESIDES SALARIES HAVE BEEN THE SUBJECT OF NEGOTIATION? TENURE, WORKING CONDITIONS (DEFINED AS HOURS, VACATION PERIODS, SECRETARIAL ASSISTANCE, ETC.), CLASS SIZE, PROMOTION, HIRING AND FIRING, TOTAL FACULTY LOAD, FRINGE BENEFITS, OTHER (RESPONDENTS WERE ASKED TO SPECIFY)?

OAKLAND

Dr. Dement: a. tenure - No. A chief goal of the administration is the development of a general code of ethics and a specific grievance procedure. The AAUP leadership approves of this idea.
b. working conditions - No.
c. class size - perhaps - most interested in lowering the student faculty ratio. The school has never filled all the positions made available by the legislature.
d. promotion - No.
e. hiring and firing - No.
g. fringe benefits - Yes.

Dr. Obear: Factors now being discussed include fringe benefits and general working conditions, but not traditional administrative prerogatives.

SUNY

Mr. McHugh: There is no clear indication whether all issues affecting faculty will be negotiated, or only those affecting economic welfare. Since the Senate Professional Association arises out of the existing Senate system, all matters affecting the faculty will continue to be the concern of the faculty, either through the bargaining agent or the existing Senate system. There is no agreement as to where the bargaining agent will be on these issues.

QUESTION VIII: WHAT ARE THE ANNUAL DUES FOR YOUR COLLECTIVE BARGAINING ORGANIZATION? WHAT PERCENTAGE OF THESE DUES ARE USED BY THE LOCAL ORGANIZATION? DO ALL OF THE FACULTY PAY DUES?

OAKLAND

Dr. Dement: $30-$60.
local dues $30 for full time persons; $15 for part-time persons.
Conference levy - $5.
National dues - $10-$25, depending on salary.
Local dues are for expenses and legal fees. School is too small for strike fund. No agency shop is possible. One of the national policies of the AAUP forbids an agency shop. Local unit has 793 members, about 3/4 of those eligible. More members are expected if a good contract is obtained.

QUESTION IX: HAS ACADEMIC GOVERNANCE BEEN ALTERED: AND IF SO, HOW?

OAKLAND

Dr. Dement: No. A past practices clause is wanted. A commission has been appointed to look at alternate methods.
Dr. Obear: Not sure. Academic governance may well be altered and is already altered to some extent. There may be some conflicts over matters currently dealt with by the Senate, such as approval of curriculum programs and class size.

SUNY

Mr. McHugh: It will be management's concern to preserve the involvement of students and other members of the academic community in academic affairs. Negotiations must, under the New York system, be coordinated primarily through the Executive Office of the Governor. As a result the administrative structure of the university will not be cast in the employer-employee relationship with the faculty.

SECTION IIA

QUESTIONS ASKED OF LEADERS OF POTENTIAL COLLECTIVE BARGAINING ORGANIZATIONS AT MICHIGAN STATE UNIVERSITY

PROCEDURE: A covering letter and a list of questions were sent to the President of each of the three organizations that have expressed an interest in organizing the faculty on this campus for purposes of collective bargaining. The letter and questions were sent to:

Dr. Peter G. Haines, President, MSU Faculty Associates
Dr. Mathew Medick, President, MSU Faculty for Collective Negotiation
Dr. Sigmund Nosow, President, MSU Chapter of the AAUP

LETTER: (Dated February 25, 1971, and delivered on that date by a courier.)

Dear Dr. _____:

The Steering Committee of the Faculty has requested that the University Faculty Affairs Committee prepare for immediate distribution to the MSU faculty an impartial review of collective bargaining for our faculty. In an effort to obtain adequate and factual information for our review we are seeking information from several organizations and individuals both on and off campus.

We are particularly interested in input from the organizations which have expressed an interest in organizing the faculty at MSU. As an official representative of one of the organizing groups, we would appreciate direct, concise answers to the attached questions as they pertain to the present situation at MSU.

We will greatly appreciate your cooperation in supplying us this specific information along with any other input that would help us achieve our goal. The deadline for completion of our report requires that we receive your reply by March 5, 1971. Your reply will be included in our report to the Steering Committee for the Faculty. Thank you.

Sincerely,

Sandra A. Warden, Chairman, Faculty Affairs Committee
Stanley K. Ries, Collective Bargaining Study Subcommittee, Faculty Affairs Committee
William Hinze, Collective Bargaining Study Subcommittee, Faculty Affairs Committee

QUESTIONS:

1. What would the bargaining unit consist of: a) faculty, b) department chairmen, c) Deans and Assistant Deans, d) are there any exclusions?

2. How would the representatives of the bargaining unit be selected?

3. Who would make the decisions concerning criteria for salary increments?

4. Would you anticipate an appreciable increase in faculty salaries? If so, where would you anticipate the money would come from?

5. What provisions would be made for merit increases?

6. Which of the following factors would be subject to negotiation?
   a. tenure
   b. working conditions
   c. class size
   d. promotion
   e. hiring and firing
   f. faculty load
   g. fringe benefits
   h. other (please specify)

7. What would the annual dues be?

8. What percentage of these dues would be used by the local organization?

9. Would all of the faculty pay dues?

10. Would academic governance be altered; and if so, how?

11. List the major advantages of collective bargaining.

12. List the major disadvantages of collective bargaining.

REPLY: There was no response from either the MSU Faculty for Collective Negotiation or the MSU Chapter of the AAUP. The MSU Faculty Associates replied as follows:

MSU/FACULTY ASSOCIATES • Post Office Box 673 • East Lansing 48823

March 9, 1971

Dr. Sandra A. Warden, Chairman
Faculty Affairs Committee
Michigan State University
East Lansing, Michigan 48823

Dear Dr. Warden:

Dr. Haines has asked me as chairman of the MSU/Faculty Associates Coordinating Committee for Collective Negotiations to respond to your letter and questionnaire of February 25, 1971. At the outset, I would like to comment that the interest in the issue of faculty unionization shown by the Faculty Affairs Committee and its Sub-committee on Collective Bargaining is viewed with favor by the MSU/FA.

You will appreciate the fact that while we are eager to respond to your questionnaire, it is not possible at this time to provide your committee with full and unequivocal answers to every question. We are taking the position that many of the questions posed by your group must be answered either by faculty through democratic procedures or by the Michigan Employment Relations Commission. Specifically, question number one deals with the structure of the bargaining unit. While we may make recommendations relative to the definition of a bargaining unit, the final decision will be made by MERC. It is our intention, however, to seek broad representation.

Herewith are our, the MSU/Faculty Associates, responses to questions two through twelve:

2) How would the representatives of the bargaining unit be selected?

   By election.

3) Who would make the decisions concerning criteria for salary increments?

   The faculty.

4) Would you anticipate an appreciable increase in faculty salaries? If so, where would you anticipate the money would come from?

Yes. We anticipate that some of the money would come from a realignment of University priorities.

5) What provisions would be made for merit increases?

The merit system would be preserved and enhanced. (A prototypic system exists in the City University of New York contract and in the Central Michigan University agreement.)

6) Which of the following factors would be subject to negotiation?

a. Tenure
b. Working conditions
c. Class size
d. Promotion
e. Hiring and Firing
f. Faculty load
g. Fringe benefits
h. Other (please specify)

We anticipate that all of the areas which you have enumerated would be subject to negotiation; however, the negotiation priorities would be determined by faculty and would not be limited to the seven areas cited in your questionnaire.

7) What would the annual dues be?

Currently,	Local	$ 2
	State	$82
	National	$25

8) What percentage of these dues would be used by the local organization?

It is anticipated that during the period of adjustment to the bargaining process that the MEA and NEA would invest resources far in excess of revenues realized through membership dues.

9) Would all of the faculty pay dues?

No.

10) Would academic governance be altered; and if so, how?

Academic governance would be enhanced through raising the level of faculty participation and dignifying that participation with a truly co-equal voice as provided for under the terms of the Michigan Public Employment Relations Act.

11) List the major advantages of collective bargaining.

Improved relations between faculty and administration through the orderly process of collective negotiations on matters relating to faculty compensation, welfare, and participation in decision making as it relates to the governance of the University.

12) List the major disadvantages of collective bargaining.

None.

Again, we wish to thank you for your interest in this vital campus-wide issue.

Sincerely,

James Trow, Chairman
Coordinating Committee
MSU/Faculty Associates

JT:jb

SECTION IIB

QUESTIONS ASKED AND RESPONSES OF CHIEF ADMINISTRATIVE OFFICERS
AT MICHIGAN STATE UNIVERSITY

PROCEDURE: A covering letter and a list of questions were sent to:

Clifford R. Wharton, Jr., President, MSU
John E. Cantlon, Provost, MSU

The letters were dated March 2, 1971, and March 1, 1971, respectively. They were delivered by courier on those same dates.

LETTER:

Dr. _____:

The Steering Committee of the Faculty has requested that the University Faculty Affairs Committee prepare for immediate distribution to the MSU faculty an impartial review of collective bargaining by university faculties. In an effort to obtain adequate information for our review we are seeking the assistance of several organizations and individuals both on and off campus.

We are particularly interested in providing a variety of perspectives on this issue and would value any insight you could provide. We would appreciate direct, concise answers to the attached questions as they pertain to the present situation at MSU.

We will greatly appreciate your cooperation in supplying us this specific information along with any other input that would help us achieve our goal of a comprehensive review. The deadline for completion of our report requires that we receive your reply by March 5, 1971. Your reply will be included in our report to the Steering Committee for distribution to the faculty. Thank you.

Sincerely,

Sandra A. Warden, Chairman, Faculty Affairs Committee
William Hinze, Subcommittee for the study of collective bargaining
Stanley Ries, Subcommittee for the study of collective bargaining

QUESTIONS:

1. In the event that the MSU faculty should organize for collective bargaining:
   a. Would you anticipate an appreciable increase in faculty salaries? If so, where would you anticipate the money would come from? Would it be necessary to reduce staff and/or programs?

b. In addition to salary, which of the following factors would you anticipate would be subject to negotiation:

tenure	hiring and firing
working conditions	faculty load
class size	fringe benefits
promotion	other (please specify)

c. Would you anticipate that academic governance would be altered; and if so, how?

2. In your opinion, what are the major advantages of collective bargaining?

3. In your opinion, what are the major disadvantages of collective bargaining?

REPLY:

Robert Perrin, Vice President for University Relations, responded on behalf of President Wharton as follows:

> President Wharton feels that it would not be appropriate for him to answer your questions. He feels he must remain neutral and avoid opinions which may be misinterpreted by either those favoring unionization or those opposing it.

Provost Cantlon responded as follows:

> Since anything I might say as a personal opinion might be construed as an official university position, I feel I can't respond to your questions at this time.

SECTION III

FACULTY INTERVIEWS

A. INTERVIEW WITH DR. CHARLES KILLINGSWORTH, UNIVERSITY PROFESSOR OF LABOR AND INDUSTRIAL RELATIONS, MICHIGAN STATE UNIVERSITY.

Question: In the event that the faculty should organize, what would be the effect of collective bargaining on academic excellence at this university?

Answer: It is impossible to answer that question with any degree of confidence. In some circumstances collective bargaining might have a favorable effect, in other circumstances the effect might be unfavorable. I would speculate that in ten years it would be hard to prove one way or the other.

The most important questions to consider is who will join the union and participate actively in decision making, and who will be the representative agency. The effects of faculty unionization will be dependent on these factors. If you have a union dominated by junior faculty and persons with grievances against the University, you'll pursue one direction. If you have a union dominated by senior faculty it would take a very different direction. If the union leadership is broadly representative it would go in yet another way. There is no way at this time -- until these things are resolved -- to answer more specifically.

Question: What about the effect of organizing for collective bargaining on the image of our faculty in the eyes of our professional colleagues at other institutions?

Answer: You are really asking two questions. One refers to the image of Michigan State University as an institution and the other refers to individual faculty members within the institution. With reference to the image of Michigan State University as an institution, I would say that there would be enormous variation. It would make a big difference whether or not MSU was the only similar institution in the United States, or even in Michigan, that was unionized. The image we would have would depend on perceptions of the status of other similar institutions regarding their moving toward unionization.

Unionization would probably make less difference in terms of the image of any individual who already has, or makes, a personal professional reputation.

Question: Would the faculty at MSU be well advised to wait a while before making a decision?

Answer: There is no way to know. It would be much better to make a decision based on a study of five years experience in a hundred similar

institutions, but the problem with that is that all similar institutions may hold back waiting for others to try it first. Each faculty member has to make the decision for himself.

If the polls that have been conducted on this campus are accurate, the response indicates enough interest to call for an election. Given the momentum of an organizing campaign and an election process, the odds would seem to favor the designation of a bargaining agent this year. Of course, if the employer seriously contests the definition of the bargaining unit, the matter could be delayed.

Question: If the faculty at MSU should organize for the purposes of collective bargaining, who would you anticipate would be included in or excluded from the bargaining unit?

Answer: The bargaining unit would probably include all faculty -- probably broadly defined. It might either include or exclude department chairmen and part-time or temporary people.

Question: Could the bargaining agent be the existing Faculty Senate?

Answer: No. The Faculty Senate as it now exists could not be the bargaining agent. The Elected Faculty Council might be an outside possibility, but lack of experience and a lack of a source of money makes it unlikely.

Question: Would it be possible for the University Committee on Faculty Affairs and Faculty Compensation to bargain with the central administration?

Answer: As the author of the Bylaws amendment that has brought this new committee into existence, I would state that it is emphatically not the function of that committee to bargain with the central administration. The difference between consultation privileges and collective bargaining are as great as day and night. Bargaining implies force. The Committee on Faculty Affairs and Faculty Compensation makes suggestions. There is no requirement that those suggestions be followed.

If the faculty were unionized, legal compulsion would impel good faith bargaining. Under the relevant law, an employer must make reasonable counter proposals, although the parties cannot be compelled to agree. Under collective bargaining, in case of disagreement the law provides either party with the right to call for mediation.

If mediation fails, either party may call for a fact-finding proceeding. This normally means that one person is designated by the State Labor Relations Board to come in and hold a hearing -- usually a public hearing. At the fact-finding hearing, each side is compelled to

justify their position. The theory of the public hearing is that the weight of public opinion will impel each side to substantiate their cases in a significant manner. At the conclusion of the hearing procedure, the fact-finder summarizes his findings and makes recommendations. There is no compulsion under the law to accept the fact-finder's recommendations, but experience indicates that these recommendations have usually been accepted by the disputing parties in public employment cases.

Under the law that governs collective bargaining either party may propose binding arbitration. It is conceivable that the University Committee on Faculty Affairs and Faculty Compensation could do this but they could not call for mediation or fact-finding.

I would summarize by saying that the most fundamental distinction, and the success of faculty governance generally, depends mainly on the extent to which the central administration and the Board of Trustees are willing to give substantial weight to faculty opinion as it is expressed through these representative committees of faculty government. Under collective bargaining the main strength of the bargaining agent tends to come from the legal protections and obligations that are laid on the employers by the law.

The relevant law guarantees the right to organize and requires employers to engage in good faith in collective bargaining with public employees -- and our faculty are defined as public employees.

Question: It is often the case that date concerning the raises received by public school teachers who are organized for collective bargaining are presented to illustrate the potential of collective bargaining by university faculties. Are there any important differences between these two groups in terms of the source of money and who you bargain with?

Answer: While it is true that public schools receive funds from local school districts, it is also true that a substantial portion of public school funds are received from the state Legislature. The relative proportions of local vs. state support vary considerably depending on the school district. It is true that this University receives substantial support from the state Legislature but it also receives funds from tuition payments. This is a very uncertain area. The Legislature has the power of the purse but what that means is a pretty foggy area -- it is not clear cut. It would not be easy to predict the consequences of something like a strike by an organized university faculty.

Question: Do you feel we would get more money from the Legislature if the faculty organized?

Answer: Experience in this matter is virtually nil. You are not going to find much data that is solid. I don't know the answer. No

one could conscientiously give you firm answers. Experience with the public schools indicates that there is more flexibility in any educational unit's budget than is readily apparent. Some of the additional money that has been made available for salary increases has come from this source. I would guess that a faculty bargaining agent would quickly find it impossible to deal directly with the Legislature. The bargaining agent might try working directly with the Legislature once, but after that it would be most likely to deal with the central administration in terms of priorities of allocation.

It is extremely difficult to get <u>any</u> figure that clearly shows monetary gains as an effect of unionization. Many good statisticians have tried to do this and have yet to arrive at a figure that is generally accepted. Your question to me, and in your survey, makes the assumption that it is possible to determine the effect of unionization. That assumption is false because it assumes that <u>all</u> that has happened in any case is the initiation of collective bargaining procedures. It isn't a good question. How can you separate the effects of collective bargaining from the effects of a general inflationary period for example?

<u>Question</u>: The faculty at MSU have recently been asked to sign cards by more than one organization interested in leadership in the area of collective bargaining on this campus. How can a faculty member tell which organization would be most advantageous for him? Can you differentiate among these organizations in terms of their histories, resources, etc.?

<u>Answer</u>: Not now. There are too many unanswered questions at this time. The various positions taken by these organizations will develop in the next months as meetings are held, broad-sides issued, etc.

<u>Question</u>: Could you tell us what you see to be the major advantages and disadvantages of collective bargaining by the MSU faculty?

<u>Answer</u>: I would speculate that in the long run unionization would make surprising little difference to what a professor does in his classroom or writes for publication.

B. EXCERPTS* FROM AN INTERVIEW WITH DR. C. KEITH GROTY, ASSISTANT PROFESSOR OF LABOR AND INDUSTRIAL RELATIONS, MICHIGAN STATE UNIVERSITY. (Dr. Groty's specialty is collective bargaining in educational units.)

Question: In your opinion, what are the major reasons the faculty is considering collective bargaining?

Answer: I think there are three categories of reasons. These categories would not necessarily reflect all individual reasons nor would any individual necessarily have more than one of these. But, as categories of reasons, the first is surely economic.

On one hand, the individual faculty member feels unable to compete in the economic structure to get higher salaries. Secondly, it is obvious that the administration is having some difficulty competing in that structure also. I feel that both the faculty and the administration might see collective bargaining as an opportunity to form a more unified force to approach the Legislature. The only evidence we have here would be from K-12 and junior colleges, where it appears that the unified force has made a significant impression over the last five years.

Research done at the University of Michigan about two years ago showed that prior to collective bargaining in K-12 there was about a 3.5 percent per year increase. In the first two years following the start of collective bargaining, the increases ranged from 9% to 11% per year. The major variable was collective bargaining between the pre- and the post-period.

Question: Would you feel that there is a difference between bargaining in K-12, where it is primarily with individual school administrators and cities, and universities, which are bargaining not so much with their administration as with the state Legislature?

Answer: Well, the state aid for K-12 comes from the Legislature. State aid, depending on the district, may be crucial. Some districts are more dependent on state aid than others. The flexibility to increase funds in many K-12 districts through local sources is gone.

Question: Did state aid go up in a way that would be comparable to salary increases for the K-12 system?

Answer: I don't know; you would have to look at those figures. We lack data. We don't know the exact direct impact of collective bargaining. All we have to go back to is K-12 and junior colleges

*Excerpted by Dr. Groty.

where it can be shown that the percent of increase for faculty is significant.

I don't know what figures you got from CMU. The figure I have is a 14% increase in the compensation budget last year. In other words, the amount budgeted to cover compensation, after collective bargaining, was an increase of approximately 14% last year.

Question: We have a figure of 12.5% from both the Provost and from the President of the CMU union.

Answer: I will accept that. If you look at their contract, it says 7.1% increase across the board, but then they have an adjustment factor on every grade level. This is a minimum adjustment to bring everybody up to base level at the different rankings, for instance, $15,00 at the Professor level. Plus, they have the merit program on top of that and I don't know what that accounts to in percentage.

Question: We were told that merit increases amounted to 1% of the total budget in each unit.

Answer: I didn't remember the percentage. I have the dollar breakdown, but it is different by college, depending on the number of faculty. In addition, they have a full single subscriber health insurance; they have a life insurance policy that's equal to their contract base salary -- and they can double that at their option at a set fee per thousand. They have a disability program. All of these fringe benefits are what makes the difference between 7.1% and the 12.5% they reported.

We don't have a lot of data to go on except the junior college, the K-12s and CMU. But the difficulty is that no matter which one you pick, the impact appears greater than what we have had in the university over a period of five years.

I think what you are doing is a service, because you can straighten out what the figures are exactly. But at least is is perceived by the faculty seeking collective bargaining that increases are greater for the groups that are organized and lesser for the groups who are not. A look must be taken also at the raises given other employees on campus.

Question: Don't you need to look at both percentages and dollars? Because when you take the hourly labor, the percent increase certainly has been greater but the dollar increase per man hasn't been. Isn't that an important point?

Answer: Yes, we would need both of these sets of figures. If the K-12 salaries were depressed, then they needed greater percentages

to bring them up to level. But we don't know that, so it isn't so much what the increase is but where they start from.

As far as dollars are concerned, as opposed to percentages, obviously a dollar increase is going to be greater for a full professor if he gets a 7.8% increase across-the-board than it is for an instructor -- because they start from a different dollar base. But the assumption is that those relationships were correct in the first place; that is, that the relationship of base between an assistant professor, an instructor, and a full professor is correct. If that's correct, then applying a percent increase is consistent.

The police, in their contract just ratified a month or so ago, got between 9% and 20% increases as a result of their collective bargaining. How, again, is 9% to 20% a significant figure as compared to 7.8% for the faculty? It depends on what base you are starting from in the first place. It depends on whether or not they were, by comparison, over- or under-paid.

Question: Then we should get for our review some of the figures you have suggested, such as the percentage increases at MSU for the faculty and for other employees, and also the percent increases from K-12 and the state aid increases?

Answer: Yes. And I think you have to look at community colleges because community colleges are probably closer to the faculty position. Even if they are not a competitive market, they are at least a related market. You can relate the background, training, and so on to what you have here. Probably more so than you can K-12, or people in business, or other sections of public employment. Many of the variables, such as their educational training, the nature of their work, etc., are comparable.

Question: My impression is that most of the junior colleges in this state are community colleges, that is, they are affiliated with the public school system in a given city. Is that true?

Answer: No. Just the opposite. It used to be they were affiliated with school districts of a given city. Most are independent, with their own Boards of Trustees. They serve large regional areas, generally a county -- or three counties -- for example. Most are totally independent of cities.

Question: But in all cases, don't they get money not directly from the Legislature, as we do, but rather from local sources?

Answer: They get the basic part of their money from the Legislature.

Question: But do they have additional monies available from counties and cities?

Answer: They have additional money available, but not from counties or cities. The money comes from a tax within their districts in most cases. Community colleges do have some flexibility to get additional tax money.

Question: Many faculty feel that faculties in a university setting have enjoyed a kind of academic freedom -- a kind of participation in academic governance -- that is not typical in public schools, and they feel that that kind of freedom and participation may well be threatened by unionization. Is that true?

Answer: I think we are talking about two kinds of academic freedom here. One is the governance system and the other is the classroom behavior and research behavior. As far as the governance system goes, I think the answer is definitely yes. There is more involvement, and has been traditionally more involvement of faculty in the governance system at the university than there is even at the junior college or the K-12 level. As far as the academic freedom of classroom and research -- what to teach and how to teach it -- I think that in many respects, especially at the high school level and particularly at the junior college level, they probably have an equal amount of freedom to do their own directing of their course, etc. I would guess that that kind of freedom has increased, or has gotten better rather than worse, over the last decade at the K-12 level. I would say that high school teachers today have a tremendous amount of freedom to do what they want to do in a course or in a classroom.

It is hard to compare exactly to the university because I would guess that even within this university that the range of perceived freedom might vary from one part of the university to another, to some degree.

I would have to say, in my opinion, if you take a look at the governance system I think there is a big difference, traditionally, in the way faculties of K-12, junior colleges, and universities participate. As far as the academic freedom in the classroom, I don't know that the discrepancy is that great. I am sure that the junior college level differs little from the university, but differences may be greater as you do down toward the earlier grades.

The fact of the matter is, if you take a look at the contracts that have been written in higher education (realizing that they are few), the academic freedom statements that you will find are probably more inclusive and more clearly spelled out within the contract in the K-12 and junior college's contracts than they are in the higher education ones. The academic freedom clauses are explicit in K-12 and junior college contracts. They don't treat academic freedom by reference (such as the CMU contract does) to "the AAUP statement." The K-12 and junior college academic freedom statements are just as broad as

they would be in a university setting.

Question: I don't think there is any question that most faculty on this campus feel that they are economically deprived. I don't really think that is the issue on which this question of unionization will pivot. I think the pivotal issue is one of academic status of the faculty and their role in academic governance. What about that?

Answer: That's my second reason. I told you I had three categories of reasons for organizing. One was economic. The second is the whole idea of infringement upon the governance system, basically, by students. Personally, I am very much against anyone who would use this reason for bargaining, but I am sure that it is a reason for some members of the faculty. I think there would be a group who would want collective bargaining to preserve the faculty's position in the governance system. My opinion has been sought on a number of occasions regarding whether or not it would indeed cut the students out of certain decision making if the faculty went to collective bargaining -- and, in my opinion, it would.

Question: It need not though?

Answer: I didn't say it had to, I said that I think it would. I think basically people go to collective bargaining for one reason -- security. First is economic security and second is job security -- to be able to do the job they want to do in safety and in the way they think it needs to be done. Those are the basic components of security that turn people to collective bargaining. And any fear that the student would be in a position to threaten that security of an individual would become a reason for a person to say, "My bargaining agent will protect me on this score."

Question: What is your third reason that people favor unionization?

Answer: The third point, I think, is the infringement from outside, both Legislative and by special interest groups. I think the faculty would use this as a reason to go to bargaining. Collective bargaining could be a hedge, not necessarily a preventive, against off-campus groups becoming too involved in affairs which rightfully fit under employer/employee collective bargaining.

Question: Doesn't the Legislature think of themselves as our employers to some degree?

Answer: Yes. But they passed a law which says that you should make these decisions on employee relations through collective bargaining.

Question: Do you feel that the Legislature will discipline the faculty in some way if we organize for collective bargaining?

Answer: No. I think the Legislature understands that collective bargaining amongst public employees is the reality of the situation.

In my opinion, the Legislature would see the faculty standing and speaking for themselves collectively as a better indication of the true position of the faculty on their own affairs than if it were done through the administration and Board of Trustees.

I am sure you could find examples of Legislators who range from one extreme to the other on this. But I don't think they would see it as a threat or as an infringement. I think they'd see it as a more orderly way of doing business and a way they have endorsed through the laws they pass. They have not taken it out on K-12 districts, nor community colleges, nor cities, nor counties -- and they all bargain. I see no evidence that they have taken it out on anyone. Their appropriations for schools are as high or higher than they have ever been.

Question: In the case of CMU, I don't quite understand where this 12.5% or 14% or whatever came from?

Answer: Contingency funds that were uncommited or funds committed to other things. In my opinion, the situation in the university would be the same as in K-12. When a contract is settled, the fact of the matter is that the money becomes available through a priority system. There is no doubt in my mind that if the Legislature didn't respond to a contract settlement in the university by providing the funds to back it up, it would have an effect upon the allocations internally.

Question: What has happened to the merit system in K-12?

Answer: There has not been a merit system in K-12 except in a very, very few schools. There is more talk about it going on now. For instance, Grand Rapids has just instituted a merit pay program as a result of collective bargaining. In that case, it's a "supermax" program -- that means you have to be at the top level, then you get rated on the basis of merit to go above the salary schedule.

Question: What do you think would happen to the merit system in the University?

Answer: I don't see anything incompatible with having a merit system. I do think, however, that the decision as to who gets it and who doesn't will be left in the hands of the administration as it is at CMU.

Question: CUNY has no merit system?

Answer: No.

Question: What would happen if there were a recession or a depression in our economy -- a period of deflation? Would collective bargaining under those circumstances go to the detriment of the bargaining group?

Answer: I think the job of any union is to provide security, so the first thing they would do in that situation would be try to minimize the losses -- whether they be economic, jobs, or whatever. For instance, in K-12 last year there were a number of lay-offs. So the first thing the union did was race to get lay-off clauses in contracts -- which presented an orderly lay-off procedure so that people would be laid off systematically. The union couldn't prevent the lay-offs, but they could minimize the losses to the group as a whole.

Question: We started on a point earlier that I would like to go back to because I really think it's a key one. And that is the difference of opinion about the loss of the faculty's status in academic governance. From talking to other universities, there seems to be a real concern about this, and this seems to be what is holding up collective bargaining at many universities. Yet, we read in the paper and in the literature being passed out to us that this is one of the reasons for collective bargaining. Can you clear that up for me?

Answer: First of all, whatever issues end up in the contract are a direct result of the faculty members who are involved in the representative organization. This does not necessarily mean all the faculty on campus -- and that's an important distinction. If, for example, X organization is elected to represent the faculty, the only faculty who are going to have any real impact is the faculty in X organization. X organization is chosen as a representative of the total faculty. Now, if X organization decides to leave untouched the present operating procedures in academic governance, then that's the way it would be. But if they decide that those systems aren't working and they want to change them, then they would attempt to do so. And working conditions in a professional area such as education have been construed very, very widely. The agent could get into almost anything that affects the job -- which is just about all the academic governance system.

At CMU, CUNY, and Oakland, the leadership of their organizations have taken the position that they are going to leave operating systems alone. Those things that are working they'll let alone. They are

only going to be concerned about those areas that they feel have not been working. Basically, at this point in time, those are salaries, fringe benefits, and some working conditions. But they are staying out of curriculum at the bargaining table.

You could, for example, bargain into the contract, language preserving the functions of the Academic Council on certain issues. However, if they do what was done at CUNY, they will say that the Academic Council will continue to operate, and have full authority, in those areas which do not conflict with the collective bargaining contract. So, when they felt that something wasn't working in the Academic Council, it could become a subject of bargaining. How much becomes open to bargaining will depend on the kind of support the agent has from not only the members of that agent but from the faculty as a whole.

Question: We have been told by one of the universities we called, that whereas the contract was actually negotiated by the members of the collective bargaining unit, it must be ratified by all of the faculty.

Answer: Absolutely not. Not in Michigan. It can be set up that way, but it's at the discretion of the agent. If the agent chooses to let everybody vote he may. But if he doesn't want to, he doesn't have to.

Question: What you're telling us is that the agent is extremely important in all this?

Answer: Exactly.

Question: And how does the faculty know which card to sign?

Answer: The faculty as a whole has to go to the agents and demand to know how they "stand." This is why I've suggested that colleges hold meetings with the various agents in an open question situation. They can't give you specifics. One of their answers will be, "We don't know yet because we haven't faced that." That's an honest answer. But, on the other hand, they can give you a pretty good indication of how they're going to act. For instance, an organization that has a very tight affiliation to a national organization is a completely different type than one that has a very loose affiliation to a national organization.

Question: May I ask what are the advantages and disadvantages of those two types?

Answer: Well, let's look at both sides. I don't think an organization that remains entirely local is going to be able to do the job in the long run because it lacks resources. It's just too expensive. The time, the research that goes into this is fantastic. An agent also needs lobbying strength. Faculty must bargain with the administration, by law, but the appropriations come from the Legislature.

If you're going to get the Legislature to respond, you need a strong lobby.

On the other side, a national or state organization might impose its will upon a local. They might say, "We want you to bargain this into your contract because if we can get it in your college, then we can get it in the college down the road."

The faculty will have to decide which of the various agents is loosely enough affiliated to assure reasonable local autonomy and which might be so loosely affiliated that it could not provide the necessary resources and help you need for your local problems.

Question: There are many professors that sincerely believe that organizing for collective bargaining would harm academic excellence. In your opinion is that true?

Answer: That's a possibility. I am not so pessimistic.

Question: The economic thing aside, I think one of the major concerns of this faculty is that collective bargaining will lead to standardization. We're worried about academic governance and we're worried about this equalization thing. I think this question really has to be answered before there is a chance of a positive reaction to unionization.

Answer: First, let me "cop out" with one quick statement: collective bargaining only produces the amount of justice the traffic will bear. It is not automatically a justice producing process. It is an interaction between an employer group and an employee group. This interaction will reflect what those groups bring to it.

So, in the sense that collective bargaining standardizes, yes, it will standardize some things. There is no doubt about it. Is some standardization good or bad? I would say that it depends on how you use it whether it is good or bad. If it's used so that there is no abuse of academic freedom, then it's good.

Question: For me the real question is: In your opinion, if MSU has collective bargaining and the other Big Ten schools do not have collective bargaining, will we gain or recede in whatever excellence we have?

Answer: In my opinion, collective bargaining will help the faculty economically. I think, however, the choice of the leadership is very important. And the demands of the faculty upon that leadership of the bargaining agent should very clearly indicate that they don't want the union leadership to change those things that are now working simply so they can show gains. I think the faculty has to be willing to accept the fact that the agent is not going to "deliver" in those

areas. The agent will go after those things that everyone is concerned about if he feels that he has to deliver something in those areas. His continued existence rests on satisfying the people he represents.

If the expectations of the faculty are reasonable, then I don't see collective bargaining as inherently bad to the whole academic system. I don't believe it will drive away one professor of value. I base my opinion on experience in K-12, where the big worry was that unionization would drive off all the good teachers. It just didn't happen.

The other worry is that unionization will drastically infringe upon the way a faculty member handles his classes, his research and so on. In my opinion, that isn't going to happen either. The faculty would never let it happen. The agent would be against a real brick wall.

As far as the economic situation goes, and some of the working conditions, unionization would have an effect. But, I think the <u>important</u> thing is the expectation here -- what does the faculty expect of the agent? The agent will feel compelled to produce in the areas of expectation.

SECTION IV

CURRENT STATUS OF COLLECTIVE BARGAINING AT OTHER BIG TEN UNIVERSITIES

PROCEDURE: The academic officer, or his representative, of each of the other Big Ten universities was called on the telephone and asked the following question: What is the status of collective bargaining at your University? Following are their answers.

UNIVERSITY OF ILLINOIS: There has been no interest on the Urbana Campus concerning collective bargaining. The Chicago Circle Campus of University of Illinois requested permission from the trustees to poll the faculty concerning collective bargaining. This request was denied based on a report by the general policy committee of the University.

"Briefly my own opinion of collective bargaining in the context of the present governance structure of the University of Illinois (and most other large institutions of higher education) is as follows: It seems to me that collective bargaining between a faculty organization and the Board of Trustees (or its representatives) is a practice that runs directly counter to the evolutionary trend towards increasing faculty involvement in the governance of institutions of higher education. The concept of 'participatory democracy' in the determination of educational policies and increasingly in administrative decision-making is incompatible with collective bargaining conducted between two mutually exclusive and independent groups. Perhaps it would be possible to achieve some kind of 'mixed modality' that would not present too sharply the anomaly of a group essentially bargaining with itself, but I think the ultimate outcome would be an increase in polarization and a recession of 'participatory democracy' in academic governance."

Dr. Lyle H. Lanier
Executive Vice President and Provost.

INDIANA UNIVERSITY: There has been no action on the part of the Indiana University faculty towards collective bargaining. Dr. Hartley's concern was that a collective bargaining agreement with the faculty could establish an adversary relationship affecting academic governance.

Dr. Joseph R. Hartley
Vice President and Dean of Faculties.

UNIVERSITY OF IOWA: It is not legal for employees of the State of Iowa to bargain collectively. This is based on a ruling by the Attorney General. There is now a bill before the State Legislature to permit collective bargaining by public employees, however the status of University Faculties is not clear.

Dr. Ray L. Heffner
Provost.

UNIVERSITY OF MICHIGAN: "There has been some publicity in the paper about a survey by the local AAUP chapter of the faculty concerning their interest in collective bargaining. There have been a few meetings held to offer information to anyone interested. This seems to be in the nature of testing the wind. There has been no action that I know about. The Senate Advisory Committee of Faculty Affairs has had some preliminary discussion."

Mr. James Thiry
Manager of Employee and University Relations.

"The Faculty Senate has just appointed a committee to study collective bargaining. This committee is chaired by Dr. John Reed of the Law School. The AAUP recently circularized the faculty. We received about a 25% reply. Of that percentage, about 15% opposed collective bargaining, 30-40% thought we should go ahead and the rest asked to be kept informed. A fair summary of the comments written on the returned surveys would indicate that many faculty are not very enthusiastic but feel collective bargaining is coming anyway and prefer the AAUP as a bargaining agent to more union-like organizations. I think the AAUP on this campus is moving slowly in the direction of collective bargaining. We will work closely with the Reed committee."

Professor Wilbert McKeachie, Chairman, Department of Psychology
President, AAUP, U. of M. Chapter

UNIVERSITY OF MINNESOTA: There is no attempt at the University of Minnesota to organize the faculty for the purposes of collective bargaining. The AAUP on this campus held a seminar on collective bargaining last spring. The consensus of the participants was that collective bargaining was not desirable because of constraints it would impose.

Dr. William G. Shepherd
Vice President for Academic Instruction.

NORTHWESTERN UNIVERSITY: "I know of no attempt to organize the faculty for purposes of collective bargaining."

Dr. J. Lyndon Shanley
Associate Dean, College of Liberal Arts.

OHIO STATE UNIVERSITY: There is no attempt at OSU to organize the faculty for the purposes of collective bargaining.

Dr. James H. Robinson
Vice President and Provost.

PURDUE UNIVERSITY: There have been no attempts at collective bargaining to date.

Dr. Donald Mallett
Vice President for Student Services

UNIVERSITY OF WISCONSIN: There has been no action on part of full-time faculty.

Mr. Arthur Hove
Assistant to Chancellor, Madison Campus

SECTION V

RESPONSES OF A LIMITED NUMBER OF MEMBERS OF THE MICHIGAN LEGISLATURE*

PROCEDURE: Members of the Michigan Legislature were called on the telephone and asked the following question: Do you believe the faculties of Michigan Universities should be organized for collective bargaining?

Representative William R. Copeland: "It is hard for me to answer you, because I do not know the problems you have had with the University Administration. You know more than I do about whether or not you need to organize."

Democrat
Chairman, House Appropriations Committee.

Senator Robert W. Davis: "I would rather not have University Professors organize. You will lose much of your professional status. Professors are on a higher status than other organized groups and I would hope that you could solve your problems without collective bargaining."

Republican
Senate Appropriation Committee.

Representative James Farnsworth: "No - It simply occurs to me that faculties are professional people and I hate to see them become a part of a labor organization. It seems to me that you could organize without using a formal labor organization."

Republican
House Appropriations Committee.

Senator Jerome T. Hart: "I see nothing wrong with collective bargaining but I have not given much thought to collective bargaining for University Professors."

Democrat
Senate Appropriations Committee.

Representative Quincy Hoffman: "It is difficult for me to answer your question because I have not given it much thought. I am inclined to say NO! because you are hired for your expertise in certain fields. There is a thin line of difference between regular public employees and teachers in primary and secondary education. For example, we are bound by the Constitution to provide primary and secondary education for our children, but we are not bound by the Constitution to provide higher education, although we want to do this. Therefore, your tenure should be determined by your ability to deliver the expertise for which you were hired."

Republican
Taxation Committee

*These persons are in no way intended to be a representative group. Limitations of time precluded reaching a more representative sample.

Senator Garland Lane: "You have the right to bargain collectively through mediation, however neither faculty nor any other public employees have the right to strike."

Democrat
Senate Appropriations Committee.

Representative William Ryan: "Yes! - I believe they should be organized for self representation concerning wages and working conditions. I feel that you are no different than any other interest group, and all interest groups have a right to participate in the decision making on those matters that directly affect them."

Democrat
Speaker of House of Representatives.

Senator Charles Zollar: "Unequivocally NO! - I think that if academia keeps its highly professional perspective, which it has maintained, it cannot utilize ordinary union activities. If you unionize your leadership in education, policy making and research, then everyone should be unionized, including the legislature. People of the calibre represented by university faculty should not be regimented."

Republican
Chairman, Senate Appropriations Committee.

Section VI

PROCEDURE FOR SELECTION OR REJECTION OF A BARGAINING AGENT

Prepared by Dr. C. Keith Groty
MSU School of Labor and Industrial Relations

Organization (union)

The organization seeking to be the sole bargaining agent makes a determination of the nature of the unit which is claimed to be appropriate. (i.e.: classroom faculty, faculty less administration whether teaching or not, etc.)

Signing of Authorization Cards

Each organization wishing to be the sole bargaining agent seeks the signatures of 30% of the claimed unit on cards authorizing that organization as sole bargaining agent to represent them on matters of wages, hours, and other terms and conditions of employment.

Petition to Michigan Employment Relations Commission (MERC)

The organization which secures signatures of 30% of the claimed unit petitions the MERC to conduct an election amongst the employees in the claimed bargaining unit.

Informal Conference

The MERC requests the petitioner, the public employer, and intervenor organization (group also wishing to be agent and presenting signature card from at least 10% of the proposed unit) to meet to:

1. Voluntarily agree on the description of the appropriate bargaining unit.

2. Establish a show of interest in having a sole bargaining agent by presenting authorization cards signed by at least 30% of the employees in this appropriate unit.

3. Agree on a consent election.

Formal Hearing

If the parties cannot agree on a consent election because of lack of agreement on unit, show of interest, or consent election, a hearing is held and the unresolved issues are resolved by order of the MERC. Any organization presenting authorization cards signed by 10% of the employees in the appropriate unit are placed on the ballot.

Election

The voting procedure is the same for either a consent or Commission-ordered election. The election is conducted by secret ballot under the supervision of the MERC. Absentee ballots are available. Campaigning is regulated. Procedures are available for observers and challenging similar to "political" elections.

The ballot contains the names of the petitioning organizations and the option to reject all bargaining agents.

Run-Off Election

A run-off election is held when there are more than two choices on the ballot and none of the choices receives a majority of the valid votes cast. In such an event, the run-off is conducted between the two choices receiving the largest number of valid votes cast.

Certification of Agent

If an organization receives a simple majority of the valid votes cast, it is certified by the MERC as the sole collective bargaining agent for all employees in the unit.

No Agent

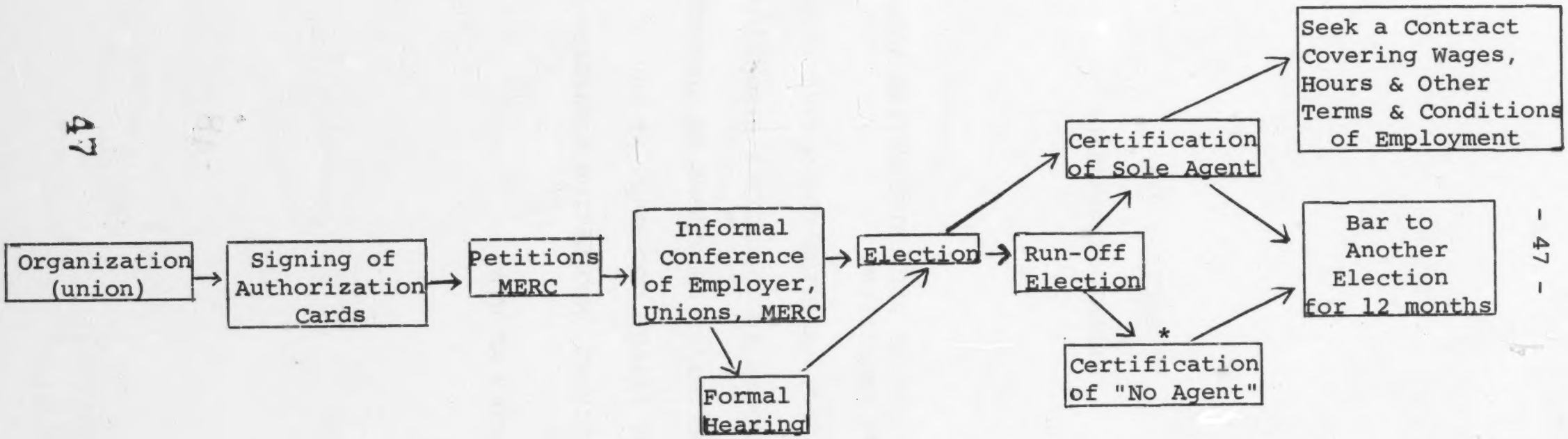
If the option of "no agent" receives a simple majority of the valid votes cast, then no agent is designated.

Election Bar

The Michigan Public Employment Relations Act prohibits the conduct of an election in the same bargaining unit within twelve months after a previous valid election has been held. The twelve-month prohibition applies regardless of whether the labor organization wins or loses the election, so that there is an insulated period in which no other organization can petition for an election.

Contract Bar

When a valid collective bargaining agreement is in effect, it bars an election up to three years after the execution of the agreement. During this period no election can be held to decertify the bargaining agent.


Organization (union)
Signing of Authorization Cards
Petitions MERC
Informal Conference of Employer, Unions, MERC
Formal Hearing
Election
Run-Off Election
Certification of Sole Agent
Certification of "No Agent"
*
Seek a Contract Covering Wages, Hours & Other Terms & Conditions of Employment
Bar to Another Election for 12 months

* If "No Agent" is a choice on the Run-Off Ballot

SECTION VII

GENERAL INFORMATION

A. LIST OF COLLEGES AND UNIVERSITIES INVOLVED IN COLLECTIVE BARGAINING

B. EXCERPTS FROM EXISTING COLLECTIVE BARGAINING CONTRACTS

C. OTHER SUBJECTS IN COLLECTIVE BARGAINING CONTRACTS

D. HISTORY OF SALARY INCREASES IN MICHIGAN PUBLIC SCHOOLS

E. HISTORY OF SALARY INCREASES AT MSU

F. OTHER PERTINENT INFORMATION REGARDING COLLECTIVE BARGAINING

G. THE SITUATION AT NYU

H. GLOSSARY

A. LIST OF UNIVERSITIES INVOLVED IN COLLECTIVE BARGAINING

(March 1971)

1. CONTRACT NEGOTIATED

   a. Central Michigan (March 1970) MAHE-NEA

   b. CUNY (Sept. 1969) Legislative Conf. - NEA

   c. Rutgers University (Dec. 1970) AAUP

   d. S. E. Mass University (July 1970) SEMFF-AFT (AFL-CIO)

   e. St. Johns University (Feb. 1971) AAUP and Faculty Assn.

2. ORGANIZED, BUT CONTRACT NOT NEGOTIATED

   a. Oakland University (AAUP)

   b. SUNY (SPA-NEA)

   c. Five state colleges operating together in New Jersey

3. FILED BUT NO CONTRACT

   a. Adelphi College (AAUP)

   b. Brooklyn Center of Long Island (AAUP)

   c. NYU

   d. Polytechnic Institute of Brooklyn (AAUP)

4. CIRCULATING CARDS

   a. Eastern Michigan

   b. Fordham

   c. Lawrence Tech.

   d. Manhattan College

   e. Michigan State University

   f. NYU

   g. Wayne State

B. EXCERPTS FROM EXISTING COLLECTIVE BARGAINING CONTRACTS

Every contract, as a minimum, must contain a clause recognizing the bargaining agent, a grievance procedure and a statement of salary provisions. However, the contracts negotiated with institutions of higher education to date include other provisions. Some examples follow:

Recognition Statement (Rutgers)

1. The UNIVERSITY recognizes AAUP as the sole and exclusively designated representative of all Rutgers University faculty members as hereinafter defined.

2. The terms "faculty member" and "faculty members" shall include all of the following academic personnel currently employed or to be employed by Rutgers to discharge at least one-half (50%) of a full-time academic job assignment:

(a) All faculty members with the rank of professor, associate professor, assistant professor, instructor, assistant instructor, and lecturers who are engaged in instruction research, or other academic service and

(b) Members of the research, library, general extension, and cooperative extension staffs and those others, who, by virtue of University regulations hold equivalent rank (See Appendix A) to the faculty categories enumerated in (a) above; but excluding all officers of administration including deans, assistant deans, associate deans, assistants to deans, academic directors who are not engaged in instruction or research for 50% or more of their time during the academic year, visiting professors of any rank, adjunct professors, honorary professors, teaching assistants, research assistants, fellows, all members of the coadjutant staff, all those persons who administer or help to administer a major academic unit or program of the University, and all other employees of the University.

Academic Freedom (CUNY)

WHEREAS, the Board and the Conference subscribe to the concepts of Academic Freedom as expressed by the AAUP as follows:

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

(c) The college or university teacher is a citizen, a a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

Board-Organization Relationship (CUNY)

1.1 The Board and the Conference agree to maintain the academic character of the University as an institution of higher education.

1.2 Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of CUNY so long as such rights are not in conflict with this Agreement. If provisions of this Agreement require changes in the Bylaws of the Board, such changes will be effected.

1.3 If there is an inconsistency or conflict between the Bylaws of the Board and this Agreement, the provisions of this Agreement shall apply.

1.4 The Board will furnish the Conference with copies of all proposed Bylaw changes at such time as the Law Committee serves requisite notice of Bylaw changes to the Board.

1.5 The Board will furnish the Conference an advance copy of the agenda of each regular meeting of the Board as well as copies of the minutes of such meetings.

1.6 The Conference may request to be heard by the Board at a regularly scheduled meeting, in order to speak to any item on the Board agenda, provided that such request is made known to the Board Chairman at least three (3) days prior to the meeting.

Teaching Load (CMU)

Faculty shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable schedule. It is also recognized that faculty have such additional obligations as being available to students, assuming normal committee assignments, registration, engaging in research and community service.

Availability of Information (CUNY)

8.1 The Board shall make available to the Conference, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the collective negotiation unit and in possession of the Board as are necessary for negotiation and implementation of this Agreement. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form, unless mutually agreeable.

Professional Awards and Distinguished Professorship (CMU)

Distinguished Professional Awards

The University shall establish, for the 1970-71 academic year, four (4) Senior Distinguished Professional Awards and four (4) Junior Distinguished Professional Awards (CMU Senior/Junior Service Awards or CMU Senior/Junior Service Awards or CMU Senior/Junior Awards for Excellence). The Senior awardees shall be selected from members of the faculty or administration who hold the rank of professor or associate professor. The Junior awardees shall be selected from members of the faculty or administration who hold the rank of assistant professor or instructor. Each Senior awardee shall receive $1,000.00: each Junior awardee shall receive $500.00.

Distinguished Professorship

In addition, the University and the District recognize the desirability of establishing a University Distinguished Professorship.

Criteria for Promotion (CMU)

Department members shall develop criteria for promotions which shall be recommended to the Dean of the School and the Provost.

These criteria shall include considerations of contributions in teaching, research, creative, scholarly, and supplementary activities as guidelines for departmental recommendations for promotion.

The criteria developed by department members will be reviewed by the Dean and the Provost and will be approved if found satisfactory. If not satisfactory, the Dean and Provost will give their written comments on the criteria to the department for further development and recommendation.

If, after a reasonable amount of time, the department criteria are not approved by the Dean and the Provost, the Provost may request a person from the pertinent discipline from the academic community-at-large to review the criteria and make recommendations.

Evaluating the contributions of an individual faculty member shall be the responsibility of the department. A positive evaluation may be forwarded by the department chairman to the dean in the form of a recommendation for promotion. The recommendations will be reviewed by the Dean of the School and the Provost for the purpose of formulating their recommendations to the President.

Disciplinary Action (CUNY)

19.1 Members of the Instructional Staff may be removed or suspended for one or more of the following reasons:

(a) Incompetent or inefficient service
(b) Neglect of duty
(c) Physical or mental incapacity
(d) Conduct unbecoming a member of the staff. This provision shall not be interpreted as to constitute interference with academic freedom

19.2 Removal
Proceedings for the removal of such a person shall be initiated by service by the President as designee of the Board upon the person involved of a notice setting forth all the charges pending against him.

19.3 Within ten calendar days the College Personnel and Budget Committee, or a committee designated by it, shall commence a hearing and investigation of the charges. The person so charged shall be entitled to a hearing with the right of representation by the Conference or by any person or persons of his choice before the committee. Such person shall further be entitled to an appeal on the record with the right of representation by the Conference or by any person or persons of his choice before the Board prior to its final determination on the question of his removal.

19.4 Any person against whom charges for removal have been made may, at any time during the pendency of the charges, be suspended by the President of the College. Such suspension shall be without loss of pay.

Salary (CMU)

Each bargaining unit member's minimum salary shall be determined by rank in the following manner:**

Professor
Seven and one-tenth (7.1) percent times his 1969-70 ten (10) month* salary plus $100.00.

Associate Professor
Seven and one-tenth (7.1) percent times his 1969-70 ten (10) month* salary plus $150.00.

Assistant Professor
Seven and one-tenth (7.1) percent times his 1969-70 ten (10) month* salary plus $200.00.

Instructor
Seven and one-tenth (7.1) percent times his 1969-70 ten (10) month* salary plus $225.00.

**(All rates are for ten (10) month service only. Adjustment will be made for twelve (12) month service where appropriate.)
*1969-70 twelve (12) month salaries may be adjusted to the ten (10) month base by multiplying the twelve (12) month salary by 9/11ths. In addition, no bargaining unit member by rank shall be paid less than the following sums:

Professor	$15,000.00
Associate Professor	12,000.00
Assistant Professor	10,000.00
Instructor	8,000.00

In addition to the amount described above, a member of the bargaining unit may also receive additional salary for meritorious service.

Each Dean shall be granted a sum of money which is shown following the name of his school:

Arts and Sciences	$34,460.00
Business	3,366.00
Education	10,815.00
Fine and Applied Arts	10,487.00
Health, Physical Education and Recreation	5,872.00

for rewarding meritorious service. These funds shall be distributed according to criteria set by the Council of Deans and the Provost. These criteria shall be published and distributed to each faculty member.

Merit awards shall be permanently added to a faculty member's salary.

Bargaining unit members required as a part of their duties to be at the University working with students while other bargaining unit members are not required to be at the University working with students shall receive additional compensation.

Compensations for Department Chairmen

A department chairman is assigned and responsible for the performance of administrative duties which continue throughout the calendar year. He is not required to be on campus except at prescribed times provided his duties are properly performed. For the performance of these duties he is paid an annual salary supplement in the amount of $1,000.00 for the full calendar year. If the chairman serves only during the academic year, the salary supplement may be reduced. During the regular academic year his teaching load is adjusted to reflect the level of responsibilities and activity in his department.

A department chairman will normally be appointed to the regular session of summer school. Additional compensation for chairmen will normally be limited to the regular summer school session and will be determined at the established rate for that session. Teaching load will be adjusted when necessary. A department chairman who desires to be released from summer school responsibilities must have the consent of the dean of his school.

Procedures at the University for review of department and department chairmen are not superseded by this section.

C. OTHER SUBJECTS IN COLLECTIVE BARGAINING CONTRACTS

1) Sick leave
2) Leaves of absence
3) Sabbatical leaves
4) Annual leave
5) Notice of appointment and reappointment
6) Unit stability
7) Check-off
8) Consultation
9) Grievance procedure and arbitration
10) Nondiscrimination
11) Use of college facilities
12) Work load
13) Professional evaluations
14) Personnel files
15) Jury duty
16) Facilities for faculty
17) Staff housing
18) Faculty welfare fund
19) Retirement provisions
20) Financing sabbatical leave
21) Travel allowances
22) Faculty research support
23) Percentages in academic ranks
24) No strike pledge
25) Legislative action
26) Off-campus courses
27) Special conferences
28) Teaching opportunities additional to semester teaching
29) Funeral leave
30) Maternity leave
31) Life insurance
32) Retirement
33) Hospital and surgical insurance
34) Accident insurance
35) Deduction of professional dues

D. HISTORY OF SALARY INCREASES IN MICHIGAN PUBLIC SCHOOLS

TABLE I

A COMPARISON OF PER PUPIL REVENUE PROVIDED BY THE STATE OF MICHIGAN AND AVERAGE TEACHERS SALARY (K-12) 1965-1970. [1]

School Year	State Revenue Per Pupil	State Revenue Increase Over Previous Year	Average Teacher's Salary Amount	Average Teacher's Salary Increase Over Previous Year
1965-66	$226.97		$6,943	
1966-67	258.07	13.7%	7,567	9.0%
1967-68	266.79	3.4	8,257	9.1
1968-69	287.80	7.9	9,145	10.8
1969-70	316.32	9.9	10,058	10.0
Increase over 5 years	$ 89.35	39.4%	$3,115	44.9%

[1] The source of per pupil revenue is from Bul. 1011, Michigan Department of Education "Analysis of Michigan Public School Revenue and Expenditures." Salaries are from Bul. 1012, "Ranking of Michigan High School Districts by Selected Financial Data." These bulletins cover about 99% of the Michigan students.

TABLE II

THE RANGE OF SALARY INCREASES IN K-12 FOR PAST 5 YEARS. [2]

	Educational Background						
	BA		MA		Revenue (Millions)		
Year	Min.	Max.	Min.	Max.	State	Local	No. of Teachers
1966-67	$5,607	$ 8,652	$5,981	$ 9,590	525	-	77,610
1967-68	6,148	9,589	6,593	10,580	555	-	82,356
1968-69	6,804	10,600	7,285	11,690	611	-	85,822
1969-70	7,355	11,533	7,927	12,899	685	938	87,931
1970-71	7,875	12,502	8,535	14,117	-	-	87,611

[2] Data obtained from Mr. Northey of Michigan Educational Association.

E. HISTORY OF SALARY INCREASES AT MICHIGAN STATE UNIVERSITY

The Provost's Office at MSU released the following statistics relating to salary increases at this University over the past four years:

	Without Fringe Benefits	With Fringe Benefits (approximate)[1/]
1967-68	5.0	5.5
1968-69	6.3	6.9
1969-70	6.7	8.7
1970-71	7.8	9.4
Average	6.4	7.6

1/ Includes 10% increase for TIAA for all years and hospitalization which became effective in 1969-70 and was increased in 1970-71.

It should be noted that the percentage increase has gone up each year. These figures were computed by totaling the beginning salary for each individual faculty member and by totaling each individual raise received and dividing those two figures. Mr. Levi contends this to be the proper method of computing the percentage of salary increases.

Lowell Levi, MSU Budget Officer

F. OTHER PERTINENT INFORMATION REGARDING COLLECTIVE BARGAINING

Membership in Bargaining Organization

Assuming that an election results in the selection of an agent to represent the employees in the designated bargaining unit, the agent is obligated to open equal membership in the organization to all employees in the unit. The agent is obligated to represent equally all employees of the bargaining unit, whether members of the organization or not. However, since the agent is selected to represent the total unit, only those who hold active membership in the agent organization must have a role in the determination of the direction the organization will take in collective bargaining. The agent may solicit information and demands from non-members and submit any contractual agreement to non-members for their advice and consent. The agent is not obligated to do so.

Union Security Provisions

The Public Employee Relations Act has been interpreted to permit only two forms of union security provisions.

1. Check-off

The public employer and the bargaining agent may agree to a provision permitting the bargaining agent's organizational members to authorize the deduction of dues from their pay checks.

2. Agency Shop

The public employer and bargaining agent may contractually agree that all members of bargaining unit will authorize a deduction from their pay check of a sum equal to the amount necessary to support the representational activities for that employee by the agent. Should an employee fail to authorize such a deduction, he could no longer be an employee of the public employer.

Any other forms of union security (union shop, closed shop, maintenance of membership) which require an individual to hold membership in the bargaining agent organization have been ruled as a violation of the Michigan Public Employee Relations Act.

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G. THE SITUATION AT NYU

Dr. Lester Brookner, Vice Chancellor of New York University informed the subcommittee that the faculty of NYU had voted to organize under the auspices of the AAUP but were denied permission to file with the State Labor Relations Board on the grounds that they are involved in interstate commerce and therefore fall under the jurisdiction of the National Labor Relations Board. This case is pending.

The situation of NYU relative to collective bargaining differs from that of the other institutions discussed in this document because it is a private institution. The law provides for jurisdiction over collective bargaining at the national level only for those institutions which are not sub-units of a state government. In cases where the institution is under the control of a state government, that state has jurisdiction over collective bargaining.

H. GLOSSARY

Agency Shop - A provision in a collective agreement which requires all employees in the bargaining unit as a condition of employment to pay a fixed amount, usually the same as the dues, for services rendered by the agent.

Agreement - (Contract) A written agreement between an employer and an employee organization, usually for a definite term, defining conditions of employment, rights of employees and the employee organization, and disputes settlement procedures.

Authorization Card - A statement signed by an employee authorizing an organization to act as his representative in dealings with the employer.

Bargaining Agent - Organization designated by an appropriate government agency, or recognized voluntarily by the employer, as the exclusive representative of all employees in the negotiating unit for purposes of collective bargaining.

Bargaining Unit (Negotiating Unit) - Group of employees recognized by the employer or designated by an authorized agency as appropriate for representation by an organization for purposes of collective bargaining.

Certification - Formal designation by a government agency of the organization selected by the majority of the employees casting valid votes in a supervised election to act as exclusive representative for all employees in the bargaining unit.

Check-Off - A form of union security whereby the employer receives written authorization from the employee to deduct from his salary payments and transmit to the employee organization a sum for the payment of dues, fees, and/or assessments.

Closed Shop - A form of organizational (union) security provided in an agreement which binds the employer to hire and retain only organizational (union) members in good standing. Generally prohibited in national and state legislation or interpretation.

Collective Bargaining (Collective Negotiations, Professional Negotiations) - A process whereby employees as a group and their employers make offers and counter-offers in good faith on the conditions of their employment relationship for the purpose of reaching a mutually acceptable agreement, and the execution of a written document incorporating any such agreement.

Consultation - An obligation on the part of employers to consult the employee organization on particular issues before taking action on them. A process which lies between simply notifying the employee organization (informing) and negotiating (reaching agreement) before action can take place on an issue.

Contract Bar - A prohibition against the conduct of a representation election because a collective agreement is in effect. An outside limit of three years.

Fact Finding - An individual or group of individuals appointed to receive facts in an employment dispute and generally make recommendations for settlement.

Grievance - Any complaint or expressed dissatisfaction by an employee in connection with his job, pay, or other aspects of his employment. Whether such complaint or dissatisfaction is formerly recognized and handled as a "grievance" depends on the scope of the grievance procedure.

Grievance Procedure - Typically a formal plan, specified in a collective agreement, which provides for the adjustment of grievances through discussions at progressively higher levels of authority in management and the employee organization, usually culminating in arbitration. Formal plans may also be found in companies and public agencies in which there is no organization to represent employees.

Maintenance-of-Membership Clause - A form of union security clause in a collective agreement providing that employees who become members of the employee organization at the time the agreement is negotiated or who join subsequently must maintain their membership for the duration of the agreement as a condition of continued employment. Not to be used in Michigan public employment.

Mediation (Conciliation) - An attempt by a third party to help in negotiations or in the settlement of an employment dispute through suggestion, advice, or other ways of stimulating an agreement, short of dictating its provisions. A mediator is a person who undertakes mediation of a dispute. Conciliation is the same as mediation.

MERC - Michigan Employment Relations Commission is the administrative agency of the state which administers the Public Employment Relations Act.

PERA - Public Employment Relations Act is the law which governs the relationships between public employers and their employees in regard to wages, hours, and other terms and conditions of employment.

Petition for Election - The petition is filed with the Michigan Employment Relations Commission in three types of cases:

(a) Where a public employee or group of public employees or an individual or labor organization acting in their behalf seeks to secure sole collective bargaining rights for certain public employees within an appropriate unit.

(b) Where the petitioner is a public employer and one or more individuals or labor organizations have presented claims

to the employer to be recognized as the bargaining representative.

(c) Where the employees in a bargaining unit petition for election on the grounds that the certified or currently recognized bargaining representative is no longer their representative. This is known as a decertification petition.

Recognition - Employer acceptance of an organization as the authorized negotiating representative for the members of the bargaining unit.

Representation Election - An election conducted to determine whether the employees in an appropriate unit desire an organization to act as their exclusive representative.

Unfair Labor Practice - Action by either an employer or employee organization which violates certain provisions of national or state labor relations laws, such as a refusal to bargain in good faith.

Union Security - A protection of a union status by a provision in the collective bargaining agreement establishing a closed shop, union shop, agency shop, maintenance-of-membership, or check-off arrangement.

Union Shop - A provision of a collective agreement which requires all employees to become members of the union within a specific time after hiring and to maintain their membership in the union as a condition of continued employment. Not to be used in Michigan public employment.

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